TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT**

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------|----------|----------------|-----------------------|
| Travelpro International, Inc. | | 10/27/2011 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| Name: | The Toronto-Dominion Bank |
|-------------------|--|
| Street Address: | 66 Wellington Street West |
| Internal Address: | TD Asset Finance, TD Tower, 39th Floor |
| City: | Toronto |
| State/Country: | CANADA |
| Postal Code: | M5K 1A2 |
| Entity Type: | Chartered Bank: CANADA |

PROPERTY NUMBERS Total: 70

| Property Type | Number | Word Mark |
|----------------------|---------|----------------------|
| Registration Number: | 3415836 | QUADPRO |
| Registration Number: | 3210609 | THE ORIGINAL CREWBAG |
| Registration Number: | 3308838 | DURAGUARD |
| Registration Number: | 3509955 | ROUNDTRIP |
| Registration Number: | 3202795 | PHOENIX |
| Registration Number: | 3370228 | HYDROGEN |
| Registration Number: | 3099389 | AEROLITE |
| Registration Number: | 3128024 | PIVOTPRO |
| Registration Number: | 3149679 | OZONE LT |
| Registration Number: | 3110234 | INDULGENCE |
| Registration Number: | 3146544 | RUNWAY |
| Registration Number: | 3094199 | SAFECORE |
| Registration Number: | 3107827 | FLEXPRO |
| | | TRADEMARK |

REEL: 004655 FRAME: 0032

| Registration Number: | 3086471 | FLEXCORE | |
|----------------------|---------|---|--|
| Registration Number: | 3276234 | EZ-LIFT | |
| Registration Number: | 3136439 | ATLANTIC EXPRESS | |
| Registration Number: | 2893896 | TPRO | |
| Registration Number: | 2926865 | VIBE | |
| Registration Number: | 2809451 | ANTHEM | |
| Registration Number: | 2610762 | DURAFRAME | |
| Registration Number: | 3891474 | ODYSSEY | |
| Registration Number: | 3817492 | MAXLITE | |
| Registration Number: | 3823808 | THE CHOICE OF FLIGHT CREWS AND FREQUENT TRAVELERS | |
| Registration Number: | 3634876 | ATLANTIC | |
| Registration Number: | 3457487 | ATLANTIC | |
| Registration Number: | 3873704 | SAPPHIRE | |
| Registration Number: | 2546822 | WAIST SAFE | |
| Registration Number: | 3270400 | GRAPHITE | |
| Registration Number: | 3171943 | ATLANTIC ALTITUDE | |
| Registration Number: | 3325165 | SMART FRAME | |
| Registration Number: | 2829620 | TRAVELPRO | |
| Registration Number: | 2639380 | NECK SAFE | |
| Registration Number: | 2840779 | PROGRIP | |
| Registration Number: | 2776276 | AIRBORNE | |
| Registration Number: | 2838959 | TRANS GLOBAL | |
| Registration Number: | 2792014 | SKYPRO | |
| Registration Number: | 2626063 | AIRPRO | |
| Registration Number: | 2613904 | TRAVEL ESSENTIALS | |
| Registration Number: | 2742712 | PRECEDENCE | |
| Registration Number: | 2665099 | AUSTIN HOUSE | |
| Registration Number: | 2562936 | PILOT DESIGNED, FLIGHT CREW TESTED | |
| Registration Number: | 2514199 | FIT TO FLY | |
| Registration Number: | 2480814 | TRAVEL LIKE A PRO | |
| Registration Number: | 2428971 | TAOS | |
| Registration Number: | 2480772 | COMPUGUARD | |
| Registration Number: | 2434023 | ATLANTIC PREFERRED | |
| Registration Number: | 2406468 | BECAUSE LIFE'S A TRIP | |
| | | TRADEMARK | |

REEL: 004655 FRAME: 0033

| Registration Number: | 2654691 | FLIGHTPRO |
|----------------------|---------|-------------------------|
| Registration Number: | 2458158 | INTEGRITY |
| Registration Number: | 2448229 | UNIBODY |
| Registration Number: | 2381865 | ATLANTIC EXPEDITIONS |
| Registration Number: | 2871907 | ATLANTIC SOLSTICE |
| Registration Number: | 2375983 | ATLANTIC ULTRA |
| Registration Number: | 2388423 | COMPASS |
| Registration Number: | 2298838 | SYMMETRY |
| Registration Number: | 2283929 | WALKABOUT |
| Registration Number: | 2059485 | IMPACT |
| Registration Number: | 2203141 | ETERNITY |
| Registration Number: | 2084849 | PLATINUM |
| Registration Number: | 1658250 | DURATEX |
| Registration Number: | 2049665 | 4 X 4 FOUR WHEEL DRIVE |
| Registration Number: | 2032813 | THE ORIGINAL ROLLABOARD |
| Registration Number: | 1992062 | TRAVELPRO USA |
| Registration Number: | 1706770 | ROLLABOARD |
| Registration Number: | 1587822 | TRAVELPRO |
| Registration Number: | 1508134 | RENDEZVOUS |
| Registration Number: | 1509244 | VISTA |
| Registration Number: | 1425753 | NEWPORT |
| Registration Number: | 0880282 | EUROPA |
| Registration Number: | 0693658 | GALAXY |

CORRESPONDENCE DATA

Fax Number: (312)698-2241

Email: paula.krasny@bakermckenzie.com, colleen.brennan@bakermckenzie.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Paula Jill Krasny

Address Line 1: 130 East Randolph Drive
Address Line 2: Baker & McKenzie LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 92223677-000006

DOMESTIC REPRESENTATIVE

TRADEMARK
REEL: 004655 FRAME: 0034

Name: Paula Jill Krasny
Address Line 1: 130 East Randolph Drive
Address Line 2: Baker & McKenzie LLP
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: Paula Jill Krasny

Signature: /Paula Jill Krasny/

Date: 11/04/2011

Total Attachments: 21

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> TRADEMARK REEL: 004655 FRAME: 0035

INTELLECTUAL PROPERTY SECURITY AGREEMENT

granted by

TRAVELPRO INTERNATIONAL, INC.

as Grantor

in favour of

THE TORONTO-DOMINION BANK

as Lender

Dated as of the 27% day of October, 2011

TORDMS-#665235-v5

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of the 27th day of October, 2011 (as the same may be amended, supplemented, extended or restated from time to time, this "Agreement") is granted by TRAVELPRO INTERNATIONAL, INC. a Delaware corporation (including its successors and assigns, the "Grantor"), in favour of THE TORONTO-DOMINION BANK (including its successors and assigns, the "Lender").

RECITALS

WHEREAS, pursuant to, and subject to the terms and conditions set forth in that certain Credit Agreement dated as of the date hereof among the Grantor and HOLIDAY GROUP INC. as co-borrowers, HOLIDAY GROUP HOLDINGS INC., TRAVELPRO GP INC., TRAVELPRO FINANCE GP and TRAVELPRO ULC as guarantors and loan parties and the Lender as lender, (as the same may be amended, supplemented, restated or extended from time to time, the "Credit Agreement"), the Lender has agreed to extend certain loans, advances and other financial accommodations to the Grantor;

AND WHEREAS, the obligations of the Lender to extend and provide such loans, advances and other financial accommodations to the Grantor under the Credit Agreement are conditioned upon, among other things, the execution and delivery of the general security agreement dated as of the date hereof between the Grantor and Lender (the "General Security Agreement");

AND WHEREAS pursuant to the General Security Agreement, the Grantor has granted a security interest in the Grantor's intellectual property to the Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Grantor), the Grantor agrees as follows:

- 1. <u>Definitions</u>. Initially capitalized terms used but not defined in this Agreement have the same meanings as in the General Security Agreement.
- 2. Grant of Security Interest in Intellectual Property. As general and continuing collateral security for the prompt and complete payment and performance of the Secured Obligations, the Grantor hereby grants to the Lender, a security interest in and Lien on all of the Grantor's right, title and interest in its registered and unregistered intellectual property (the "IP Security Interest"), which intellectual property includes, without limitation, the intellectual property set forth on Schedule "A" attached hereto and the following (collectively, the "IP Collateral"):
 - (a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter acquired or held;
 - (b) any and all trade secrets, and any and all property rights in computer software and computer software products, including source code and object code, now or hereafter acquired or held. Software means all computer programs and databases and portions of each of the foregoing owned by the Grantor in whatever form and on whatever medium

Signature Page for Intellectual Property Security Agreement in favour of the Londer by Travelpro

those programs or databases are expressed, fixed, embodied or stored from time to time, and the copyright therein including. Software includes both the object code and the source code versions of each such program and portions thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto;

- all patents, patent applications, like protections and inventions now or hereafter acquired or held including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same;
- (d) any trademark and service mark rights, slogans, trade dress, and tradenames, internet domain names, registered or not, applications to register and registrations of the same and like protections (excluding any intent to use filings) now or hereafter acquired or held, and the entire goodwill of the business of the Grantor associated therewith;
- (e) any and all industrial design rights which may be available to the Grantor now or hereafter acquired or held;
- (f) all licenses or other rights to use any of the above-described copyrights, patents, software, designs, trademarks, trade secrets, and all license fees and royalties due and/or payable to the Grantor arising from such use, to the extent permitted by such license or rights;
- (g) any and all claims for damages or compensation for past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents or Designs; and
- (i) all proceeds and products of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 3. Security Agreement. The IP Security Interest is granted in conjunction with the security interests granted to Lender under the General Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the IP Security Interest in the IP Collateral are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the General Security Agreement, the provisions of the General Security Agreement shall control.
- 4. Additional Agreements. To the extent that the Security Interest would constitute a breach or cause the acceleration of any agreement, contractual right, licence or permit to which the Grantor is a party, the Security Interest shall not attach thereto but the Grantor shall hold its interest therein in trust for the Lender, shall use its best efforts to obtain the appropriate consents to the attachment of said security interest and shall grant a security interest in such agreement, contractual right, licence or permit to the Lender forthwith upon obtaining the appropriate consents to the creation of such security interest.

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- 5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law rules thereof other than Section 5-1401 of the New York General Obligations Law. The Grantor submits and attorns to the non-exclusive jurisdiction of the courts of the State of New York. To the extent permitted by Law, the Grantor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in courts of such province.
- 6. <u>Electronic Signature.</u> Delivery of this Agreement by electronic transmission (including portable document format (PDF), facsimile and other electronic transmissions) shall be deemed to constitute valid execution and effective delivery. The Grantor shall deliver the original executed copy of this Agreement to the Lender forthwith upon delivery of the electronic copy.
- 7. Copy Received; Grantor Remains Liable. The Grantor acknowledges receipt of a copy of this Agreement. The Grantor hereby agrees that, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other reasonably necessary or desirable actions in connection with the IP Collateral subject to a security interest hereunder.
- 8. <u>Update Schedule.</u> The Grantor hereby covenants and agrees that it shall promptly provide the Lender with an updated Schedule A at each time when the Grantor acquires or holds any IP Collateral not listed on Schedule A attached herewith.

[Signature page follows.]

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IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

TRAVELPRO INTERNATIONAL, INC.

Namer

By: __ Name:

Name Title:

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Signature Page for Intellectual Property Security Agreement in Savour of the Londer by Travelpro

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

TRAVELPRO INTERNATIONAL, INC.

By: ________.
Name:
Title:

By: (atlet-

Title: VP. Legal

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Signature Page for Intellectual Property Security Agreement in favour of the Leader by Travelpro

Schedule "A"

Intellectual Property

CANADA – TRADE-MARKS:

| Trade-mark | Application / Registration No. | Goods/Services |
|-------------|-----------------------------------|--|
| ATLANTIC | TMA710206 | (1) Computer carrying cases. Luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks. |
| BIG WHEELS | TMA613720 | (1) Metal locks. |
| NECK SAFE | TMA421802 | (1) Money belts. |
| ATLANTIC | TMA753382 | (1) Computer carrying cases; luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks. |
| INFINITY | TMA658700 | (1) Luggage. (2) Luggage items-namely, travelling bags, tote bags and all-purpose sport bags. |
| AustinHouse | TMA551309 | (1) Electrical accessories for travelling namely adapters, adapter plugs, adapter plug boards, converters; adapter plugs for telephones, modems and faxes; transformers, hair dryers, heaters, clothes steamers, conversion calculators, portable facial steamers, travel irons, surge protectors, travel alarm clocks; telephone extension cords, filters for telephone lines, night lights; publications for traveling, namely language books and exchange rate books; personal care accessories for traveling, namely |

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| Trade-mark | Application / Registration No. | Goods/Services |
|------------|-----------------------------------|---|
| | | sanitized toilet seat covers, inflatable pillows, toothbrush caps, toothbrush holders, travel size plastic bottles and cups, compact pill carriers, eye shades, ear plugs, eye glass repair kits, travel towels, anti-bacterial wipes and moist towelettes, nail polish remover pads; clothing care accessories for traveling namely laundry kits for clothing; travel clothes lines, hangers, shoe covers, clothing wrinkle spray, sewing kits, spot remover, hang up hooks, laundry detergent, raincoats, ponchos, umbrellas, clothing hanger support bars for automobiles, seat belt adjusters, organizer bags for toiletries, shaving supplies and the like; luggage accessories, namely luggage tags, luggage leash, luggage bungee cords, luggage straps, garment hooks, garment covers, luggage gripper, luggage locks, folding racks for supporting luggage; security accessories for traveling, namely money and document holders made of cloth for securing about one's neck, leg, waist, or arm, portable door locks, travellers' carrying bags and cases, padlocks. |
| VAL-A-PAK | TMA498859 | Handbags. |
| Atlantic | TMA390440 | (1) Luggage, namely, travel bags, business cases and sports bags. |
| BIO SUDS | TMA298608 | Laundry detergents. |
| MAXLITE | Appl. No. 1460133 | Luggage. |

| Trade-mark | Application Registration No. | / Goods/Services |
|-------------------|------------------------------|--|
| Travelpro | TMA650830 | (1) Luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks and computer carrying cases. |
| TELEPLUG-INS | TMA470167 | (1) Non-current carrying adapter plugs for telephones, modems and faxes. |
| WAIST SAFE | TMA421803 | Money belts. |
| TOTE-A-TOTE | TMA470166 | Webbing luggage straps. |
| ODYSSEY | TMA426740 | Multi-purpose security straps for personal use; money belts. |
| atlantic | TMA119187 | (1) Lightweight luggage namely, duffle bags, carrying cases, hat boxes, suitcases, dress cases, brief cases, golf bags, and shoe bags. (2) Ladies' handbags, purses and pocketbooks. |
| GATE SAFE | TMA613253 | Document holders, namely, identification, passport and boarding pass holders. |
| TRAVEL ESSENTIALS | TMA407147 | (1) Travellers' aids, namely electric plug adapters; money pouches and belts; travellers' clothing care kits containing items such as clothes hangers, inflatable hangers; laundry detergents, clothes lines, spot remover, travel suds, lint brush, fabric relaxant, shoe horn/lint brush, shoe bags, clothes pegs, pocket tailor sewing kit, shoe gloss; travellers' luggage aids, namely passport cover, passport wallets; tags, luggage carts, strap stop, pull straps, shoulder straps, hang-up garmet bag hooks, cushion |

| Trade-mark | Application Registration No. | 1 | Goods/Services |
|----------------|---------------------------------|---|---|
| | | | shoulder pads, adjustable cords, straps, card carrier, key keeper; foam ear plugs; travel alarm clocks; exchange calculator; language books; soaps; shaving kits; multi-purpose tote bag; inflatable pillow; neck rests; folding toothbrushes; collapsible cups; mirrors; moist towelettes; slumber shades; toilet seat covers; travellers' medical kits; locks; books; brochures containing information of interest to travellers. |
| ATLANTIC ULTRA | 1486282 | + | Luggage. |

CANADA - PATENTS:

| Patent Title | Patent Application/Registration No. |
|--|-------------------------------------|
| ADJUSTABLE FOOT FOR LUGGAGE CASE WITH WHEELS | CA 2551115 |
| ARTICLES OF MANUFACTURE THAT ARE ADJUSTABLE IN SIZE | CA 2720975 |
| MULTI-STAGE EXPANSION GUSSET SYSTEM | CA 2652174 |
| SUITCASE | CA 2021988 |

UNITED STATES - TRADE-MARKS:

| Trade-mark | Serial / Registration No. | Goods/Services |
|----------------------|---------------------------|--|
| QUADPRO | 3415836 | luggage, suitcases, garment bags for travel, toiletry cases sold empty |
| THE ORIGINAL CREWBAG | 3210609 | luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks. |
| DURAGUARD | 330838 | Protective chemical coating pre-applied to and sold as a feature of carrying cases, luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling tote bags, duffle bags, rolling duffle bags, backpacks, and rolling backpacks |
| ROUNDTRIP | 3509955 | luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks. |
| PHOENIX | 3202795 | computer carrying cases; luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks. |

| Trade-mark | Serial / Registration No. | Goods/Services |
|------------|---------------------------|---|
| HYDROGEN | 3370228 | luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks |
| AEROLITE | 3099389 | luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks. |
| PIVOTPRO | 312024 | handle system incorporated into luggage comprising a hand grip extending therefrom |
| OZONE LT | 3149679 | computer carrying cases; luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks |
| INDULGENCE | 3110234 | luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling duffle bags, backpacks, rolling backpacks |
| RUNWAY | 3146544 | luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks |

| Trade-mark | Serial / Registration No. | Goods/Services |
|------------------|---------------------------|---|
| SAFECORE | 3094199 | computer carrying cases; luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks |
| FLEXPRO | 3107827 | Computer carrying cases; luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, duffel bags, rolling duffel bags, backpacks, rolling backpacks |
| FLEXCORE | 3086471 | Computer carrying cases; Luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks |
| EZ-LIFT | 3276234 | luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling duffle bags, backpacks, rolling backpacks. |
| ATLANTIC EXPRESS | 3136439 | Luggage. |
| TPRO | 2893896 | LUGGAGE, TRAVEL BAGS, DUFFEL BAGS, BACKPACKS, ROLLING TRAVEL BAGS AND TOTES |
| VIBE | 2926865 | Carrying cases, namely, computer carrying cases; Luggage, namely duffel bags, tote bags, garment gags, business cases and suitcases |

| Trade-mark | Serial / Registration No. | Goods/Services |
|--|---------------------------|--|
| ANTHEM | 2809451 | Luggage |
| DURAFRAME | 2610762 | Luggage |
| ODYSSEY | 3891474 | Luggage |
| MAXLITE | 3817492 | Luggage |
| THE CHOICE OF FLIGHT CREWS AND FREQUENT TRAVELERS | 3823808 | Computer carrying cases; Luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks. |
| ATLANTIC | 3634876 | Computer carrying cases; luggage |
| ATLANTIC | 3457487 | Computer carrying cases; Luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks. |
| SAPPHIRE | 3873704 | Luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, rolling tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks. |
| WAIST SAFE | 3546822 | Money Beits |
| GRAPHITE | 3270400 | Luggage |
| ATLANTIC ALTITUDE | 3171943 - | Carrying bags including |

| Trade-mark | Serial / Registration No. | Goods/Services |
|-------------------|---------------------------|--|
| | | luggage |
| SMART FRAME | 3325165 | All-purpose carrying bags and luggage. |
| Travelpro | 2829620 | Computer carrying cases; Luggage, suitcases, garment bags for travel, all purpose sports bags, toiletry cases sold empty, shoulder bags, carrying cases, tote bags, duffle bags, rolling duffle bags, backpacks, rolling backpacks |
| NECK SAFE | 2639380 | Money belts |
| PROGRIP | 2840779 | handle system incorporated into luggage comprising a hand grip extending therefrom. |
| AIRBORNE | 2776276 | Luggage |
| TRANS GLOBAL | 2838959 | Luggage. |
| SKYPRO | 2792014 | Luggage. |
| AIRPRO | 2626063 | Luggage. |
| TRAVEL ESSENTIALS | 2613904 | PRE-MOISTENED COSMETIC TOWELETTES; AND TRAVELERS' CLOTHING CARE KITS COMPRISED OF LAUNDRY DETERGENT, SPOT REMOVER, FABRIC SOFTENER, CLOTHES HANGERS, INFLATABLE HANGERS, CLOTHES PEGS, CLOTHES LINES, AND SHOE BAGS FOR TRAVEL; METAL HOOKS FOR GARMENT BAGS; AND METAL LOCKS; EAR PLUGS NOT FOR MEDICAL |

| Trade-mark | Serial / No. | Registration | Goods/Services |
|-------------|-----------------|--------------|---|
| | | | PURPOSES; EXCHANGE CALCULATORS; AND TRAVELERS' AIDS, NAMELY, ELECTRIC PLUG ADAPTERS; TRAVEL ALARM CLOCKS; LANGUAGE BOOKS; TOILET SEAT COVER PAPER; BROCHURES CONTAINING TRAVEL INFORMATION; AND TRAVELERS' LUGGAGE AIDS, NAMELY, PASSPORT HOLDERS; LUGGAGE TAGS; NON-MOTORIZED COLLAPSIBLE LUGGAGE CARTS; LUGGAGE STRAPS, NAMELY, STRAPS FOR PULLING LUGGAGE, ADJUSTABLE CORDS, AND SHOULDER STRAPS; CREDIT CARD CASES; BUSINESS CARD CASES; BUSINESS CARD CASES; AND MULTI-PURPOSE TOTE BAGS; INFLATABLE PILLOWS; AND NECK PILLOWS; COLLAPSIBLE CUPS; MONEY BELTS; SHOULDER PADS FOR CLOTHING; AND SLEEP MASKS; SEWING KIT COMPRISING THREAD, NEEDLES, SAFETY PINS AND BUTTONS |
| PRECENDENCE | 2742712 | | Luggage. |
| AustinHouse | 2665099 | | Pre-moistened cosmetic wipes; nail polish remover pads; spot remover; laundry detergent; and laundry kits for clothing comprising laundry detergent, sink stopper, and clothes line; Metal luggage locks; and metal padlocks; Electrical accessories for traveling, namely, adapters, adapter plugs, adapter plug boards, converters, and |

| Trade-mark | Serial / Registration No. | Goods/Services |
|---------------------------------------|------------------------------|--|
| | | transformers; adapter plugs for telephones, modems and faxes; garment steamers; conversion calculators; travel electric and steam irons; voltage surge protectors; electrical power extension cords; and ear plugs not for medical purposes; Hand held electric hair dryers; portable electric heaters; facial saunas; and electric night lights; Travel alarm clocks; Publications for traveling, namely language books and exchange rate books; sanitized toilet seat cover paper; and document holders; Umbrellas; cosmetic bags sold empty; luggage tags; straps for luggage; adjustable cords for luggage; adjustable cords for luggage; garment bags for travel; traveling bags; shoe bags for travel; credit card cases; business card cases; and key cases; Inflatable pillows; compact plastic pillboxes; and clothes hangers; Toothbrush containers and holders; travel size plastic bottles, sold empty; and travel size plastic cups; Raincoats; ponchos; and money belts; Sewing kits consisting of needles, safety pins, buttons and tread; sewing baskets and boxes; and clothing hooks |
| PILOT DESIGNED, FLIGHT CREW TESTED | 2562936 | Luggage. |
| FIT TO FLY | 2514199 | Luggage. |
| TRAVEL LIKE A PRO | 2480814 | Luggage, bags and carrying cases. |
| TAOS | 2428971 | Luggage. |

| Trade-mark | Serial / Registration No. | Goods/Services |
|-----------------------|------------------------------|---|
| COMPUGUARD | 2480772 | Carrying cases for portable computers. |
| ATLANTIC PREFERRED | 2434023 | Luggage. |
| BECAUSE LIFE'S A TRIP | 2406468 | Luggage. |
| FLIGHTPRO | 2654691 | LUGGAGE; SUITCASES; GARMENT BAGS FOR TRAVEL; ALL PURPOSE SPORTS BAGS; TOILETRY CASES SOLD EMPTY; SHOULDER BAGS; EXPANDING TOTE BAGS AND ZIPPERED VALISES |
| INTEGRITY | 2458158 | Luggage. |
| UNIBODY | 2448229 | Luggage. |
| ATLANTIC EXPEDITIONS | 2381865 | Luggage. |
| ATLANTIC SOLSTICE | 2871907 | Luggage. |
| ATLANTIC ULTRA | 2375983 | Luggage. |
| COMPASS | 2388423 | Luggage. |
| SYMMETRY | 2298838 | Luggage. |
| WALKABOUT | 2283929 | LUGGAGE; SUITCASES; GARMENT BAGS FOR TRAVEL; ALL PURPOSE SPORTS BAGS; TOILETRY CASES SOLD EMPTY; SHOULDER BAGS; EXPANDING TOTE BAGS; ZIPPERED VALISES; BUSINESS CASES |
| IMPACT | 2059485 | Luggage. |
| ETERNITY | 2203141 | Luggage. |
| PLATINUM | 2084849 | Luggage. |
| DURATEX | 1658250 | man-made fiber material (textile Material) used as cover |

| Trade-mark | Serial / Registration No. | Goods/Services |
|-------------------------|---------------------------|--|
| | | for luggage, tote bags, briefcases and portfolios |
| 4 X 4 FOUR WHEEL DRIVE | 2049665 | Luggage. |
| THE ORIGINAL ROLLABOARD | 2032813 | luggage; suitcases; garment bags for travel; all purpose sports bags; toiletry cases sold empty; shoulder bags; expanding tote bags; zippered valises; and business cases; golf bag carriers |
| TRAVELPRO USA | 1992062 | luggage; suitcases; garment bags for travel; all-purpose sports bags; toiletry cases sold empty; shoulder bags; expanding tote bags; and zippered valises; briefcases |
| ROLLABOARD | 1706770 | Luggage. |
| TRAVELPRO | 1587822 | LUGGAGE; GARMENT BAGS FOR TRAVEL; ALL PURPOSE SPORTS BAGS; TOILETRY CASES SOLD EMPTY; SHOULDER BAGS; EXPANDING TOTE BAGS; AND ZIPPERED VALISES. |
| RENDEZVOUS | 1508134 | LUGGAGE, NAMELY- TOTE BAGS, SUTTCASES, GARMENT CARRIERS AND CARRY-ON BAGS |
| VISTA | 1509244 | LUGGAGE, NAMELY- SUITCASES, GARMENT CARRIERS, SATCHEL TOTES AND CARRY-ON BAGS |
| NEWPORT | 1425753 | SUITCASES, VALISES, AND TRAVELLING BAGS |
| EUROPA | 0880282 | SUITCASES, VALISES, AND TRAVELLING BAGS |

| Trade-mark | Serial / Registration No. | Goods/Services |
|------------|---------------------------|---|
| GALAXY | 0693658 | SUITCASES, VALISES, TRAVELLING BAGS[, AND TRUNKS] |

UNITED STATES - PATENTS:

| Registrations: | |
|--|------------------------|
| Luggage handle system with pivot grip | 7,270,223 |
| Laptop computer carrying case | 7,036,642 |
| Adjustable foot for luggage case with wheels | 7,021,436 |
| Detachable handle assembly for rolling luggage | 6,961,978 |
| Rolling duffel bag | 6,926,129 |
| Adjustable luggage handle system with locking pin | 6,874,604 |
| Travel case with deployable table | 6,471,019 |
| Luggage with adjustable packing board | 6,435,324 |
| Expandable computer tote | 6,305,587 |
| Removable wheel system | 6,253,891 |
| Portable luggage case with detachable tote bag portion | 6,213,267 |
| Applications: | |
| AUTOMATICALLY RETRACTABLE ADJUSTABLE FOOT FOR LUGGAGE CASE WITH WHEELS | Appl. No.: 20080277220 |
| Stackable luggage assembly | Appl. No.: 20060086583 |
| Luggage handle system with pivot grip | Appl. No.: 20060076203 |
| Laptop computer carrying case | Appl. No.: 20050161301 |

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| Adjustable foot for luggage case with wheels | Appl. No.: 20050133326 | |
|--|------------------------|--|
| | | |

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TRADEMARK
REEL: 004655 FRAME: 0056